

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

Jeffrey Heldman, Esq. (013302012)
VAZQUEZ HELDMAN
18 Hook Mountain Road, Suite 201
Pine Brook, New Jersey 07058
(973) 434-7062

Attorneys for Defendants Premier Waterproofing LLC, Sam Shear, and Mike Winberg

LARAINÉ CONTE and JANET
GUARINO,

Plaintiffs,

vs.

SAM SHEAR and MIKE WINBERG
Individually and as Principals, Managers of
def. PREMIER WATERPROOFING LLC,
and JOHN DOE and ABC CO.,

Defendants.

Civil Action No.: 3:20-cv-16458

**CERTIFICATION OF MIKE WINBERG
IN SUPPORT OF DEFENDANTS'
MOTION TO COMPEL ARBITRATION**

Returnable: November 1, 2021

I, Mike Winberg, of full age, hereby certify as follows:

1. I am named individually as a defendant in the above-referenced matter and I have personal knowledge of the facts stated herein.
2. On or about February 17, 2018, I met with the Plaintiffs, Laraine Conte and Janet Guarino, and another sister Terrie Guarino, regarding water/moisture in the home of Ms. Conte.
3. At that meeting we discussed the scope of work to be performed by Premier Waterproofing LLC and the cost for performance.
4. The Plaintiff's initially had contracted with a competing waterproofing company prior to my meeting with them, but they ultimately decided that Premier presented a better product over its competitor.
5. Subsequent to my in-person meeting with the Plaintiffs, I emailed Ms. Conte, Ms. Janet Guarino and Ms. Terrie Guarino a copy of the proposed contract for services. Annexed hereto as "**Exhibit W1**" is a true copy of the email and proposed contract for services.

6. Ms. Conte requested a referral for financing to which I suggested she first speak with a company called EnerBank. See **Exhibit W1**.

7. However, Ms. Conte could not get approval for financing with EnerBank because her credit rating is allegedly not good.

8. Thus, I suggested plaintiffs try an alternative company called GreenSky.

9. Again Ms. Conte could not get approval from GreenSky so her sister, Plaintiff Guarino, wished to apply to GreenSky to pay for Premier Waterproofing's services.

10. In order to apply for financing to pay for property one does not own, GreenSky requires such person to be named on the underlying contract.

11. Therefore I revised the contract to include Plaintiff Guarino's name. Annexed hereto as "**Exhibit W2**" is a true copy of the revised contract.

12. On February 22, 2018, Plaintiff Guarino executed a GreenSky loan application acknowledgment and a GreenSky borrower form. Annexed hereto as "**Exhibit W3**" are true copies of the two (redacted) forms executed by Ms. Guarino.

13. On March 4, 2018, 2:24 p.m., I emailed Plaintiffs an outline of the GreenSky financing terms along with an updated contract for services which contained both Plaintiffs' names. Annexed hereto as "**Exhibit W4**" is a true copy of the email and amended contract for services.

14. Subsequently, on March 4, 2018 at 4:00 p.m., I exchanged text messages with Janet Guarino in which she affirmed that she read and understood my email from earlier in the day, and explicitly stated "everything makes sense to me". Annexed hereto as "**Exhibit W5**" is a true copy of the text messages.

15. I took that text message at face value which meant all the terms of the contract, as well as financing, were understood by the Plaintiffs.

16. On March 15, 2018, after Premier completed its contracted for services, and payment was authorized by Plaintiffs, I emailed Plaintiffs a copy of their contract marked "paid in full." Annexed hereto as "**Exhibit W6**" is a true copy of the email and contract marked "paid in full."

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by are willfully false, I am subject to punishment.

Dated: October 1, 2021

BY: Michael Winberg
MIKE WINBERG



Audit Trail

TITLE	Certification of Winberg MTC.pdf
FILE NAME	Certification%20of%20Winberg%20MTC.pdf
DOCUMENT ID	c69fe209060037734ba6756e8a34d88c5bf7fac9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

This document was requested from app.clio.com

Document History



SENT

10 / 01 / 2021

17:44:49 UTC

Sent for signature to Mike Winberg (winbergmike@aol.com)
from jheldman@vazquezfirm.com
IP: [REDACTED]



VIEWED

10 / 01 / 2021

17:50:02 UTC

Viewed by Mike Winberg (winbergmike@aol.com)
IP: [REDACTED]



SIGNED

10 / 01 / 2021

17:50:31 UTC

Signed by Mike Winberg (winbergmike@aol.com)
IP: [REDACTED]



COMPLETED

10 / 01 / 2021

17:50:31 UTC

The document has been completed.

EXHIBIT W1



Jeffrey Heldman <jheldman@vazquezfirm.com>

[REDACTED]

From: <winbergmike@aol.com>
Subject: Premier Waterproofing
Date: February 17, 2018 at 3:39:37 PM EST
To: Laraineconte@yahoo.com
Cc: guarino118@comcast.net, terrieguarino@yahoo.com

Laraine,

It was my pleasure meeting with you today. I hope our consult provided some compelling insight as to why we should be the best choice for solving your Basement Waterproofing and foundation Concerns. As promised, I have prepared your estimate for review (in the below PDF attachment). I realize you are eager to resolve this concern immediately, with your permission we can start Feb 28th.

As I mention, we have 22 years of perfect craftsmanship experience. We have never had a service call in 22 years. We have earned an "A" rating with Home Advisor, an "A" rating with Angies list, An "A" rating with Best Picks, an "A" rating with BBB and "A" rating with our customers - we offer the best price, best service and best lifetime warranty.

All details of the scope of work have a line item. If you have any questions or concerns, please contact me directly on my cell phone at 609-964-8008 or by email.

For financing Options > Just call EnerBank...

Please call 866-405-7600, our dealer # **10319** Premier Waterproofing

As I mentioned, EnerBank has 0% to 9.99% plans.... all of which have a fee. Make sure they add the fee to our contract amount.

Basement Waterproofing Engineered Weep Holes - YouTube

▶ 2:29

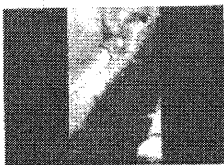
<https://www.youtube.com/watch?v=eFGpPIKdWs8>

Mar 5, 2016 - Uploaded by Michael Winberg

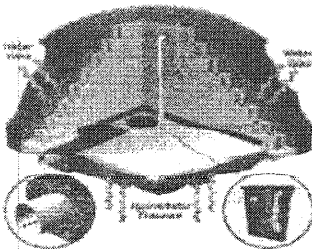
You can't imagine how much water is trapped your in block walls that is causing mold and foundation decay ...

Kind regards,
Mike W, Jim R & Sam S
Premier Waterproofing, LLC
215-295-7417
215-882-0444 Jim's Cell
609-964-8008 Mike's Cell
www.premierwaterproofing.com


3 attachments



attachment.jpeg
5K



PastedGraphic-1.tiff
112K

 Iaraine Conte 78 Wilburtha Rd Ewing NJ 609-883-8624.pdf
281K

252 Walton Drive Morrisville, PA 19067 Phone: 215-295-7417

PREMIER WATERPROOFING, LLC

Proactive Waterproofing - Crawlspace Membranes - Mold Solutions - Rhino Carbon - Grip Tite Wall Anchors & Basement Finishing

Date: **2-16-2018**
 Name: **Laraine Conte**
 Email: **Laraineconte@yahoo.com**

Survey Date: **2-16-2018** Install date **2-28-2018**
 Address: **78 Wilburtha Rd Ewing NJ**
 Contact: **609-883-8624 / Cell 609-571-8524**

Herein referred to as owner, for contract work to be performed at premises set forth above, according to the following terms and specifications. All proposals are based on the homeowners description of the problem and their accomplish list. All work to be completed according to the standard practices. Our workers are fully covered by workmen's compensation insurance. Payment is to be made in full upon completion. Any alterations or deviations from the specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Premier Waterproofing is a licensed contractor in both Pennsylvania PA047568 and New Jersey 13VH05770200.

If your project is inclusive of installing an interior Sub Soil Pressure Relief System We will remove a section of floor (approximately 10 inches wider than the footer and to 10 inches deep) or according to depth and width specified by the manufacture, or design, around the perimeter of the basement floor or areas specified in the contract. These measurements can vary depending on the thickness of the floor and the size of the footer. Walls that exhibit hollow core blocks will have weeps holes installed at the bottom of the first course block or at the base of the foundation. Weep holes are drilled into every hollow core of the block and the mortar joint. Weeps holes are necessary to drain water from the block, into the pressure relief system. If cores are filled, our foreman will discuss needed design changes and extra charges with you. Seepage problems to a monolithic poured foundation will exhibit the same system, however we will build/form box ledge method back to the cove joint area. If you purchase a Santa Fe dehumidifier it will be connected to the sump pump management station. Installation of the system does not include painting, finishing carpentry, installing any electric work, or replacement of floor tile or carpeting unless specified in this contract.

Basement > Relative Humidity 70.6%R/H Basement Temperature 68.1 degrees Time 3:30pm

Problem: Hydro Static Pressure Seepage - Visible Toxic Mold & Air bourn Mycotoxins - Efflorescence - Water trapped in block walls
Scope of work to be performed: Design a Proactive Dry all the time waterproofing Design / Disinfect Fungicide + Apply Antimicrobial Coating

Customer agrees to keep the driveway and parking area clear for parking of trucks and storage of materials.

- 1) Set-up Air Scrubber machine and containment to provide a proactive environment - cover items in basement with Plastic shield
- 2) **Foundation Waterproofing Solutions:** Stage 20 yard dumpster > remove all contaminates / moldy items
- 3) **Install 175 Inft of Sub - Soil 4" Double wall Interior ADS Pressure Relief System: (((all Basement walls))) \$ 11,310**
- 4) Our Team will open the trench 10 inches wider than the footer and dig to 10 inches deep (to create 2" gravity slope to the sump system
- 5) Install Trench Membrane to filter sediment deposits from entering the drainage pipe
- 6) Drill engineered weep holes in lower course block, to relieve capillary action
- 7) After the System is sloped, we will install the drainage pipe. Then back fill trench... with ¾ washed stone - then install a vapor barrier
- 8) Next, we will install Mira Drain Storm Flow panel at the cove joint at a 90 degree position / then Re-Concrete floor back to like kind
- 9) Install (2) Closed lid Jackel Sump pits > to reduce relative humidity and radon gas **\$ 1,700**
- 10) Install (2) Sump Systems: Primary (1/3hp) Zoeller Sump Systems (2400 GPH) with 1 ½ inch Discharge line + Check Valves
- 11) Fungicide walls and ceiling with Fosters 40/80
- 12) Apply Fosters 20/45 Antimicrobial Coating (white) to foundations walls where exposed **\$ 4,700**
- 13) Install (1) Santa Fe Classic dehumidification system with MERV 11 HEPA filter Air Filtration system **\$ 1,750**
- 14) Install (4) Hydrophobic Polyurethane ZERT PORT crack Injections **\$ 3,900**
- 15) **Broom Clean work area, Test System, Haul Dirt and Concrete Only -**

Lifetime Transferable Warranty on Pressure Relief System!**Cost \$ 21,000****Not included in this contract, but for future consideration:****Attention Production Department: Please stage these items for the above project**

Yes	Use Drop Clothes	Yes	Examine Footer	175	Sub Soil Drainage Sys	2	Mold & Radon Basin	4	Crack Injections
	Nonative Air Mac	Yes	Drill Weep Holes	175	Trench Membrane	2	1/2 hp Zoeller Sump		Replacement windows
Yes	Containment	Yes	Disinfect & Fungicide	175	Trench Vapor Barrier		1/2 hp Zoeller Sump		Grip Tite Wall Anchors
	Open Sheet rock		Mold Fogging	175	Mira Drain Panel		3/4 hpp Zoeller Sump		Under Pining
	Demo shelves		Thermal Armor		Surface Trench Drain		Pro Series Back Up		I-Beam supports
	Cut Studs	Yes	Mold Paint EPA		Stair well Wrap		1 ½ Discharge Line	1	Santa Fe 2500 sqft syste
	30 Yard Dumpster		Caliwell Mold Coating		Oil Tank Wrap		Burry Discharge		Vortex Floor Membrane

Total Price of the Waterproofing Agreement with all discounts and coupons applied: **\$ 21,000**

First Day Draw Payment 50%: **\$**

Balance due at completion Waterproofing: **\$ 21,000 Financing Ener Bank**

PW-003

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Projected Project Start Date **Feb 28, 2018** Projected Project Completion **5 day or less**

Terms and agreements:

Any delays caused by the weather, materials (damaged or late) labor disputes, municipal or county approvals, acts of war or acts of God will change the start and finish date a minimum of one day for every day lost to the above date. Any delays in receiving customer's deposit, schedule draw payments, change order payments will change the finish date a minimum of one day for every day lost to the above date. Any alterations or deviations from the specifications involving extra cost will be executed only upon written orders from the signing agent, and will become an extra charge over and above the original contract. All change orders need to be paid in full - before work begins.

WARRANTY:

Interior drainage systems/ Sub-soil Pressure Relief Systems have a "life time" warranty against seepage and defect at the cove joint. Warranty is automatically transferable to all subsequent owners. Partial systems have a "limited warranty" to cover only the area in which the system was installed - against seepage and defect at the cove joint. Any wall cove joints(s) that have been omitted by the customer/signing agent have no warranty. Exterior Drainage systems have a 5 yr Warranty. We recommend repairing all structural issues and concerns when finishing your basement. Ask your Design Consultant for the most proactive design. Sump pump motors have a 1 year separate manufacture warranty against defect. Roughcasting has a 2 yr. Warranty. Santa Fe Dehumidifiers have a 1 year Factory Warranty. Grip-Tite Stabilization Pier's and Grip ZERT PORT Crack injection have a lifetime Transferable warranty. Tite Wall Anchors - See manufactures warranty. RHINO Carbon Fiber Wall Stabilizers Straps have life of the structure warranty - See manufactures warranty. Antimicrobial coating - see manufacture warranty. Thermal Armor has a 5 year limited warranty against defect. We don't warrant against malicious conduct or accidental tears, ruptures or vandalism to the Thermal Armor Vapor Barrier. However, repairs can be scheduled at a moderate cost.

Unforeseen Conditions: all though it is unlikely, some basement foundations have been backfilled with construction debris, large amounts of concrete, shale, granite and boulders, or may exhibit an underground stream - which may prevent us from performing our scope of work. With that said, Premier Waterproofing reserves the right to cancel this contract upon opening the floor should conditions exist which would prevent the installation of a Pressure Relief Systems and its components. Customer/signing agent agrees to hold Premier Waterproofing harmless for any monetary value which may result from cancelation of this contract. Premier Waterproofing will re-cement the floor to its original height and level before we leave the property; should this problem exist. Premier Waterproofing will refund your deposit within 30 days of the installation date. We look forward to exceeding your expectations.

Basements that have defective or damaged items: This agreement is based upon the assumption where applicable that our installers will be able to remove any defective item without incident. When our installation team has access to all defective or damaged items, additional problems may become apparent and additional repairs and costs may be required. Premier Waterproofing cannot be held responsible for old corroded plumbing that may be leaking or may leak if disturbed, dangerous electrical problems or insufficient floor thickness or pre-existing wall and floor cracks. Premier Waterproofing cannot be held responsible or liable for existing code violations, required upgrades, or scope inclusions that may be required to be corrected or added by the construction code official, building inspector or their subordinates - if you haven't authorized us to do so, in this contract.

EXCLUSIONS: Premier Waterproofing, LLC does not warrant against conditions over which we have no control, such as, but not limited to: floods, water entering over the sill plate, window well seepage, frozen or clogged discharge lines, loss of power, unplugged sump motors, power outages, defective or burnout sump motors, battery back-up systems. We do not provide a warranty for floor or wall cracks that may leak - if they are not specified in the contract for repaired. Premier Waterproofing, LLC shall be held harmless for pre-existing structural damage, conditions of masonry, damages to buried oiled lines, backing up sewer systems, sealing pipes, condensation, porous or mud filled blocks from iron ore residue. Premier Waterproofing, LLC shall be held harmless for any damage caused by specialty contractors or tradesmen not affiliated with our company. We are not responsible and do not guarantee any damage to personal property or items in the basement.

Any holder of this contract is subject to all claims and defenses which the owner could assert against Premier Waterproofing, LLC. Recovery by owner or any successor of the owner under this contract shall not exceed amounts paid to Premier Waterproofing, LLC. Any unpaid balance due from the signing agent, owner or successor beyond the completion date is subject to a daily interest rate of 1.25% per day, in addition to, all legal fees. Any disputes, controversies or claims between Owner / Signing Agent and Premier Waterproofing, LLC, including but not limited to all statutory claims and all claims that arise from, or related to this contract, or the work to be performed by Premier Waterproofing shall be resolved by arbitration administered by the B.B.B. (Better Business Bureau) or legal consul in Bucks County, PA.

Owner's Acceptance

The Owner(s) or Trustee upon signing this agreement represent(s) and warrants that they are the Owner(s) or Owners representative of the aforesaid premises and that they have read this agreement. The above prices, specifications, conditions and separate warranty are satisfactory and hereby accepted. You are authorized to do the work as specified.

X _____ date _____

Customer's / Agent Authorization

Sam Shear / Mike Winberg/ *2-16-2018*

X _____ date _____

Design Consultants for Premier Waterproofing LLC sampat56@yahoo.com

Right of Rescission

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU WISH TO CANCEL THIS AGREEMENT, YOU MUST EITHER: SEND A SIGNED & DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR, FAX A COPY TO OUR OFFICE OF CANCELLATION TO: **Premier Waterproofing 252 Walton Drive Morrisville PA 19067 1-215-295-6168**

PW-004

Pennsylvania

Lincoln Kaji	Southampton	Pa	215- 808-4743	
Scott Kearney	Southampton	PA	267-212-3676	
Milissa Howthorne	Southampton	PA	215-364-2510	
Elena Grinberg	Southampton	PA	267-210-8008	
Kathy Schuck	Southampton	PA	215-582-9493	
Dave & Dixie	Newtown	PA	267-251-0601	Newtown Methodist Church Congress St
Sall & Rick Hale	Newtown	PA	215-579-4166	
Shannon Wilson	Newtown	PA	267-243-9800	
Frank Pratico	Newtown	PA	215-990-4093	
Debra Buchanan	Newtown	PA	609-510-7952	
David kelin	Newtown	PA	215-579-1526	
Carl Mockenhaupt	Newtown	PA	267-980-5090	
Lisa Clark	New Hope	PA	215-630-8641	Grip-Tite Wall Anchors + Waterproofing
Dr. Fred Mallen	Yardley	PA	215-493-8832	Grip-Tite Wall Anchors + Waterproofing
Ed Murray	Yardley	PA	215-570-6828	
Dr. FredMallen	Yardley	PA	215-493-8832	
Jaewan Kim	Yardley	PA	609-213-5152	
Diane Rigby	Yardley	PA	267-229-1289	
Dr. NoorChashm	Yardley	PA	215-593-0596	200 yr Old Home Rough Casting
Diane Gay	Yardley	PA	215-295-6306	
Caroline Gallagher	Yardley	PA	215-321-4106	Angie's list
Mike Donovan	Yardley	PA	267-799-6089	
Pat Gould	Yardley	PA	215-493-8839	
Mary Ryan	Yardley	PA	203-247-9773	Angie's List
Julie Swan	Yardley	PA	215-378-3921	
John Cogswell	Yardley	PA	919-619-1812	
Linda LaMarre	Yardley	PA	734-709-0596	
Virginia Wessling	Yardley	PA	215-493-0831	
Helen Comolli	Yardley Boro	PA	215-493-1276	
Nick Ettorre	Washington X	PA	215-493-6153	
Jeff Brown	Washington X	PA	215-493-4865	
Tom Yocum	Buckingham	PA	215-262-9333	
Dr. Ira Gouterman	Doylestown	PA	215-297-8432 / 973-228-6865	200yr Old Home Rough Casting
Tony Elias	Doylestown	PA	215-880-4353	
Pam Girman	Doylestown	PA	267-934-7340	
Carl Zentmayer	Doylestown	PA	267-210-4092	
Bob Butts	Doylestown	PA	215-345-0663	
Thomas Powell	Lower Gynedd	PA	215-280-0418	
Brook Parker	Norristown	PA	610-322-1573	
Alatanna Gallen	Norristown	PA	610-324-8660	
Roger Perrymore	Paoli	PA	610-506-8689	
Cindy Reed	Erwinna	PA	610-207-6807	
Geff Rapp	Ivy Land	PA	215-441-9425	
Justin Costello	Langhorne	PA	215-260-8055	
Stewart Lighter	Middletown	PA	215-702-1361	
Dante Cimino	Bensalem	PA	215-778-7417	
Renee Billington	Morrisville	PA	609-635-2411	
Kathleen McMahan	Morrisville	PA	267-879-0324	
Jennifer Kirlin	Morrisville	PA	215-295-0822	
Kim Short	Bristol	PA	215-526-4378	
Harriman Day Care	Bristol	PA	215-266-4729	
Todd Glackin	Croydon	PA	215-586-3199	
Scott Strock	Phila	Pa	610-213-5326	

New Jersey

Bill McDonald	Hopewell	NJ	609-333-8779	
Stanly Jacobs	Hopewell	NJ	609-906-6339	Grip-Tite Wall Anchors + Waterproofing
Pete DiBattiate	Princeton	NJ	609-921-1376	
Josh Schaevitz	Princeton	NJ	609-375-5430	Angie's List
Christine Bailey	Pennington	NJ	614-800-5032	
Justin Goldberg	Pennington	NJ	410-935-2119	Angie's Basement Finishing + Waterproofing
Joan Brosko	Pennington	NJ	609-737-2854	
Alyson Emmer	Pennington	NJ	818-212-6089	
Rob Belli	Pennington	NJ	240-432-5379	
Don Wentzel	Pennington	NJ	609-558-1006	
Barbara Wooley	Lawrenceville	NJ	609-529-6653	Basement Finishing + Waterproofing
Chris Warkala	Lawrenceville	NJ	609-613-8692	Angie's Basement Finishing + Waterproofing
Darrell Godfey	Lawrenceville	NJ	609-647-9449	Basement Finishing + Waterproofing
David Price	Lawrenceville	NJ	609-530-0953	Basement Finishing + Waterproofing
Andrew Heyman	Hamilton	NJ	609-577-2282	Angie's List
Maria Polcari	Hamilton Twp	NJ	609-577-5595	
Bill Davalla	Hamilton	NJ	609-585-8053	
Adam Rothchild	Hamilton	NJ	609-587-0736	
Scott Fairfax	Hamilton	NJ	908-963-8884	
John Toto	Hamilton	NJ	609-851-9664	
Mike Bechman	Burlington	NJ	215-989-0558	
Betty Sullivan	Burlington	NJ	609-417-8056	
Joann Koval	Wrightstown	NJ	609-758-2534	
Ike Obi	Trenton	NJ	908-968-3799	
Mike Lysenko	Trenton	NJ	732-236-5092	
Sherri Preische	Trenton	NJ	609-392-1349	
Lisa McHugh	Ewing	NJ	609-731-8028	
John Arlatic	Ewing	NJ	609-977-3531	Home Inspector / 10 rental homes
Jeane Out	Ewing	NJ	609-977-8745	
Sally Felix	Ewing	NJ	609-530-0504	Angie's List
Peggy Czepiel	Ewing	NJ	609-882-9760	
David Waldstein	Hightstown	NJ	732-713-8234	Angie's List
Ed McGennus	Allentown	NJ	609-414-3982	
Brice Overcash	East Windsor	NJ	732-618-4405	
Patric Margerum	Twin Rivers	NJ	732-861-4528	
Ron Wieman	Mt Holly	NJ	609-560-7565	
Jim Mullhand	Yardville	NJ	609-203-0202	
Dr. Andrew Poulshock	Cherry Hill	NJ	856-428-4868	

Contractors and Realtors who call upon us

John Howley	Howley Construction	PA	610-715-7558
Chris Probert	Probert Construction	PA	215-662-6549
Justin Costello	Costello Construction	PA	215-260-8055
Barney Wheeler	Wheeler Construction	PA	215-584-1847
Jeff Koval	Koval Construction	NJ	609-758-2534
Carl Mokkenhaupt	Realtor / Land Lord	PA	215-504-7558
Brook Parker	Realtor / land Lord	NJ	610-322-1573
Nancy Schafer	Realtor	PA	267-278-2511
Mary Brandt	Realtor	PA & NJ	609-851-0384
Amy Worthington	Realtor	NJ	609-647-8910
Maria Polcari	Realtor	NJ	609-577-5595
Rita Chesley	Realtor	PA	215-868-2114

EXHIBIT W2

252 Walton Drive Morrisville, PA 19067 Phone: 215-295-7417

PREMIER WATERPROOFING, LLC**Proactive Waterproofing - Crawlspace Membranes - Mold Solutions - Rhino Carbon - Grip Tite Wall Anchors & Basement Finishing**

Date: **2-16-2018**
 Name: **Janet Guarino / Laraine Conte**
 Email: **Laraineconte@yahoo.com**

Survey Date: **2-16-2018** Install date **2-28-2018**
 Address: **78 Wilburtha Rd Ewing NJ**
 Contact: **Laraine 609-571-8524 / Janet 609-306-8942**

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- 8) Next, we will install Mira Drain Storm Flow panel at the cove joint at a 90 degree position / then Re-Concrete floor back to like kind
- 9) Install (2) Closed lid Jackel Sump pits > to reduce relative humidity and radon gas
- 10) Install (2) Sump Systems: Primary (1/3hp) Zoeller Sump Systems (2400 GPH) with 1 ½ inch Discharge line + Check Valves
- 11) Fungicide walls and ceiling with Fosters 40/80
- 12) Apply Fosters 20/45 Antimicrobial Coating (white) to foundations walls where exposed
- 13) Install (1) Santa Fe Classic dehumidification system with MERV 11 HEPA filter Air Filtration system
- 14) Install (4) Hydrophobic Polyurethane ZERT PORT crack injections / Swap > for Thermal Armor
- 15) **Broom Clean work area, Test System, Haul Dirt and Concrete Only -**

Lifetime Transferable Warranty on Pressure Relief System!**Cost \$ 21,000****Not included in this contract, but for future consideration:****Attention Production Department: Please stage these items for the above project**

Yes	Use Drop Cloths	Yes	Examine Footer	175	Sub Soil Drainage Sys	2	Mold & Radon Basin	4	Crack Injections
Yes	Negative Air Mac Containment	Yes	Drill Weep Holes	175	Trench Membrane	2	1/3 hp Zoeller Sump		Replacement windows
	Open Sheet rock	Yes	Disinfect & Fungicide	175	Trench Vapor Barrier		1/2 hp Zoeller Sump		Grip Tite Wall Anchors
	Demo shelves		Mold Fogging	175	Mira Drain Panel		3/4 hpp Zoeller Sump		Under Pining
	Cut Studs		Thermal Armor		Surface Trench Drain		Pro Series Back Up		I-Beam supports
	30 Yard Dumpster	Yes	Mold Paint EPA		Stair well Wrap		1 ½ Discharge Line	1	Santa Fe 2500 sqft sysie
			Caliwell Mold Coating		Oil Tank Wrap		Burry Discharge		Vortex Floor Membrane

Total Price of the Waterproofing Agreement with all discounts and coupons applied: \$

25,000 Financing GreenSky

First Day Draw Payment 50%: \$

Balance due at completion Waterproofing: \$

25,000 Includes all fees**\$25,000****PW-009**

Projected Project Start Date **Feb 28, 2018** Projected Project Completion **5 day or less**

Terms and agreements:

Any delays caused by the weather, materials (damaged or late) labor disputes, municipal or county approvals, acts of war or acts of God will change the start and finish date a minimum of one day for every day lost to the above date. Any delays in receiving customer's deposit, schedule draw payments, change order payments will change the finish date a minimum of one day for every day lost to the above date. Any alterations or deviations from the specifications involving extra cost will be executed only upon written orders from the signing agent, and will become an extra charge over and above the original contract. All change orders need to be paid in full - before work begins.

WARRANTY:

Interior drainage systems/ Sub-soil Pressure Relief Systems have a "life time" warranty against seepage and defect at the cove joint. Warranty is automatically transferable to all subsequent owners. Partial systems have a "limited warranty" to cover only the area in which the system was installed - against seepage and defect at the cove joint. Any wall cove joints(s) that have been omitted by the customer/signing agent have no warranty. Exterior Drainage systems have a 5 yr Warranty. We recommend repairing all structural issues and concerns when finishing your basement. Ask your Design Consultant for the most proactive design. Sump pump motors have a 1 year separate manufacture warranty against defect. Roughcasting has a 2 yr. Warranty. Santa Fe Dehumidifiers have a 1 year Factory Warranty. Grip-Tite Stabilization Pier's and Grip ZERT PORT Crack Injection have a lifetime Transferable warranty. Tite Wall Anchors - See manufactures warranty. RHINO Carbon Fiber Wall Stabilizers Straps have life of the structure warranty - See manufactures warranty. Antimicrobial coating - see manufacture warranty. Thermal Armor has a 5 year limited warranty against defect. We don't warrant against malicious conduct or accidental tears, ruptures or vandalism to the Thermal Armor Vapor Barrier. However, repairs can be scheduled at a moderate cost.

Unforeseen Conditions: all though it is unlikely, some basement foundations have been backfilled with construction debris, large amounts of concrete, shale, granite and boulders, or may exhibit an underground stream - which may prevent us from performing our scope of work. With that said, Premier Waterproofing reserves the right to cancel this contract upon opening the floor should conditions exist which would prevent the installation of a Pressure Relief Systems and its components. Customer/signing agent agrees to hold **Premier Waterproofing** harmless for any monetary value which may result from cancelation of this contract. **Premier Waterproofing** will re-cement the floor to its original height and level before we leave the property; should this problem exist. **Premier Waterproofing** will refund your deposit within 30 days of the installation date. We look forward to exceeding your expectations.

Basements that have defective or damaged items: This agreement is based upon the assumption where applicable that our installers will be able to remove any defective item without incident. When our installation team has access to all defective or damaged items, additional problems may become apparent and additional repairs and costs may be required. **Premier Waterproofing** cannot be held responsible for old corroded plumbing that may be leaking or may leak if disturbed, dangerous electrical problems or insufficient floor thickness or pre-existing wall and floor cracks. **Premier Waterproofing** cannot be held responsible or liable for existing code violations, required upgrades, or scope inclusions that may be required to be corrected or added by the construction code official, building inspector or their subordinates - if you haven't authorized us to do so, in this contract.

EXCLUSIONS: **Premier Waterproofing, LLC** does not warrant against conditions over which we have no control, such as, but not limited to: floods, water entering over the sill plate, window well seepage, frozen or clogged discharge lines, loss of power, unplugged sump motors, power outages, defective or burnout sump motors, battery back-up systems. We do not provide a warranty for floor or wall cracks that may leak - if they are not specified in the contract for repaired. **Premier Waterproofing, LLC** shall be held harmless for pre-existing structural damage, conditions of masonry, damages to buried oiled lines, backing up sewer systems, sealing pipes, condensation, porous or mud filled blocks from iron ore residue. **Premier Waterproofing, LLC** shall be held harmless for any damage caused by specialty contractors or tradesmen not affiliated with our company. We are not responsible and do not guarantee any damage to personal property or items in the basement.

Any holder of this contract is subject to all claims and defenses which the owner could assert against **Premier Waterproofing, LLC**. Recovery by owner or any successor of the owner under this contract shall not exceed amounts paid to **Premier Waterproofing, LLC**. Any unpaid balance due from the signing agent, owner or successor beyond the completion date is subject to a daily interest rate of 1.25% per day, in addition to, all legal fees. Any disputes, controversies or claims between Owner / Signing Agent and **Premier Waterproofing, LLC**, including but not limited to all statutory claims and all claims that arise from, or related to this contract, or the work to be performed by **Premier Waterproofing** shall be resolved by arbitration administered by the B.B.B. (Better Business Bureau) or legal consul in Bucks County, PA.

Owner's Acceptance

The Owner(s) or Trustee upon signing this agreement represent(s) and warrants that they are the Owner(s) or Owners representative of the aforesaid premises and that they have read this agreement. The above prices, specifications, conditions and separate warranty are satisfactory and hereby accepted. You are authorized to do the work as specified.

X _____ date _____

Customer's / Agent Authorization

Sam Shear / Mike Winberg *2-16-2018*

X _____ date _____
Design Consultants for Premier Waterproofing LLC sampar56@yahoo.com

Right of Rescission

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU WISH TO CANCEL THIS AGREEMENT, YOU MUST EITHER:

SEND A SIGNED & DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR, FAX A COPY TO OUR OFFICE OF CANCELLATION TO: **Premier Waterproofing** 252 Walton Drive Morrisville PA 19067 1-215-295-6168

lanetguarino118@comcast.com

PW-0010

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PW-0011

EXHIBIT W3



LOAN APPLICATION ACKNOWLEDGMENT FORM

By signing below, I, the Borrower and Co-Borrower, if any, acknowledge the following:

1. I completed and submitted an application for an installment loan with the GreenSky® Program; and
2. I received all disclosures associated with the loan application (available anytime at www.greensky.com/disclosures or upon request at service@greenskycredit.com or (866) 936-0602).

Janet Guarino
Borrower Signature

Janet Guarino
Borrower Name

2/22/18
Date

Co-Borrower Signature

Co-Borrower Name

Date



Borrower Application Acknowledgment and Payment Authorization Certificate

Borrower(s) Name(s): Janet Guarino Date: 2/22/18

Address: 118 Crosswicks St City: Bordentown State: NJ Zip: 08505

Plan Number: 1442 Application ID: [REDACTED] Merchant: [REDACTED]

Card Account Number (last 8 digits): [REDACTED] Exp. Date: [REDACTED]

Payment Authorization Schedule

	Amount	Authorization Date	Project completion stage	Borrower(s) Initials
Payment/Transaction	\$ <u>25,000</u>	<u>2-22-18</u>		

- For Final Payment: Signed proof of project completion to be provided to GreenSky upon request.

By signing below, I/we, the Borrower(s):

1. Acknowledge submitting an application for a loan with a participating financial institution in the GreenSky® Program;
2. Acknowledge receipt of the GreenSky® loan agreement ("Agreement") with the lender specified on the Agreement ("Lender") and agree to be bound by the Terms and Conditions of the Agreement;
3. Authorize the payments in the schedule above subject to mutually agreed upon completion of project stage;
4. Instruct our Lender to disburse the proceeds of the GreenSky® loan to the Merchant identified above in the Amount(s) specified in the Payment Authorization Schedule.

The signature of a Borrower(s) below or the subsequent use of the GreenSky® loan to make a purchase will constitute acceptance by all Borrower(s) of the Agreement and the authorization of all Borrowers to process the transaction as identified in the Payment Authorization Schedule above.

Borrower Printed Name: Janet Guarino Signature: Janet Guarino

Co-Borrower Printed Name: _____ Signature: _____

Custom

866-936-0602

Verify acct

118 Crosswicks St.

2 floor.

Guarino 118 @ Comcast net.

Bordentown Eff. 08/01/17

08505

EXHIBIT W4

PW-007

term. It is a one time fee to buy down on the interest rate only.

Contract over view:

The project amount is		\$21,000
The bank fee for 2.99% is	18% of the project amount	\$ 3,780
Credit card Processing fee	3% of the	\$ 750
total		\$ 25,530

The authorization credit card amount to Premier Waterproofing is \$25,000 to be processed.

Premier Waterproofing will incur the bank fee obligation payment to GreenSky in the amount of \$ \$3,780 ... when invoiced from GreenSky.

If you have any questions or concerns, please contact Mike at 609-964-8008.

Kind regards,
Mike W & Sam S
Premier Waterproofing, LLC
215-295-7417 Office
609-964-8008 Mike's Cell
www.premierwaterproofing.com

 [Iaraine Conte 78 Wilburtha Rd Ewing NJ 609-883-8624.pdf](#)
257K

PW-008

252 Walton Drive Mornsville, PA 19067 Phone: 215-295-7417

PREMIER WATERPROOFING, LLC

Proactive Waterproofing - Crawlspace Membranes - Mold Solutions - Rhino Carbon - Grip Tite Wall Anchors & Basement Finishing

Date: **2-16-2018**
 Name: **Janet Guarino / Laraine Conte**
 Email: **Laraineconte@yahoo.com**

Survey Date: **2-16-2018** Install date **2-28-2018**
 Address: **78 Wilburtha Rd Ewing NJ**
 Contact: **Laraine 609-571-8524 / Janet 609-306-8942**

Herein referred to as owner, for contract work to be performed at premises set forth above, according to the following terms and specifications. All proposals are based on the homeowners description of the problem and their accomplish list. All work to be completed according to the standard practices. Our workers are fully covered by workmen's compensation insurance. Payment is to be made in full upon completion. Any alterations or deviations from the specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Premier Waterproofing is a licensed contractor in both Pennsylvania, PA047568 and New Jersey, 13VH05770200.

If your project is inclusive of installing an interior Sub Soil Pressure Relief System We will remove a section of floor (approximately 10 inches wider than the footer and to 10 inches deep) or according to depth and width specified by the manufacture, or design, around the perimeter of the basement floor or areas specified in the contract. These measurements can vary depending on the thickness of the floor and the size of the footer. Walls that exhibit hollow core blocks will have weeps holes installed at the bottom of the first course block or at the base of the foundation. Weep holes are drilled into every hollow core of the block and the mortar joint. Weeps holes are necessary to drain water from the block, into the pressure relief system. If cores are filled, our foreman will discuss needed design changes and extra charges with you. Seepage problems to a monolithic poured foundation will exhibit the same system, however we will build/form box ledge method back to the cove joint area. If you purchase a Santa Fe dehumidifier it will be connected to the sump pump management station. **Installation of the system does not include painting, finishing carpentry, installing any electric work, or replacement of floor tile or carpeting unless specified in this contract.**

Basement > Relative Humidity 70.6%R/H Basement Temperature 68.1 degrees Time 3:30pm

Problem: Hydro Static Pressure Seepage - Visible Toxic Mold & Air bourn Mycotoxins - Efflorescence - Water trapped in block walls
Scope of work to be performed: Design a Proactive Dry all the time waterproofing Design / Disinfect Fungicide + Apply Antimicrobial Coating

Customer agrees to keep the driveway and parking area clear for parking of trucks and storage of materials.

- 1) Set-up Air Scrubber machine and containment to provide a proactive environment - cover items in basement with Plastic shield
- 2) **Foundation Waterproofing Solutions:** Stage 20 yard dumpster > remove all contaminates / moldy items
- 3) **Install 175 Inft of Sub - Soil 4" Double wall Interior ADS Pressure Relief System: (((all Basement walls)))**
- 4) Our Team will open the trench 10 inches wider than the footer and dig to 10 inches deep (to create 2" gravity slope to the sump system
- 5) Install Trench Membrane to filter sediment deposits from entering the drainage pipe
- 6) Drill engineered weep holes in lower course block, to relieve capillary action
- 7) After the System is sloped, we will install the drainage pipe. Then back fill trench... with ¾ washed stone - then install a vapor barrier
- 8) Next, we will install Mira Drain Storm Flow panel at the cove joint at a 90 degree position / then Re-Concrete floor back to like kind
- 9) Install (2) Closed lid Jackel Sump pits > to reduce relative humidity and radon gas
- 10) Install (2) Sump Systems: Primary (1/3hp) Zoeller Sump Systems (2400 GPH) with 1 ½ inch Discharge line + Check Valves
- 11) Fungicide walls and ceiling with Fosters 40/80
- 12) Apply Fosters 20/45 Antimicrobial Coating (white) to foundations walls where exposed
- 13) Install (1) Santa Fe Classic dehumidification system with MERV 11 HEPA filter Air Filtration system
- 14) Install (4) Hydrophobic Polyurethane ZERT PORT crack Injections / Swap > for Thermal Armor
- 15) **Broom Clean work area, Test System, Haul Dirt and Concrete Only -**

Lifetime Transferable Warranty on Pressure Relief System!**Cost \$ 21,000**

Not included in this contract, but for future consideration:

Attention Production Department: Please stage these items for the above project

Yes	Use Drop Cloths	Yes	Examine Footer	175	Sub Soil Drainage Sys	2	Mold & Radon Basin	4	Crack Injections
	Negative Air Mac Containment	Yes	Drill Weep Holes	175	Trench Membrane	2	1/3 hp Zoeller Sump		Replacement windows
Yes	Open Sheet rock	Yes	Disinfect & Fungicide	175	Trench Vapor Barrier		1/2 hp Zoeller Sump		Grip Tite Wall Anchors
	Demo shelves		Mold Fogging	175	Mira Drain Panel		3/4 hpp Zoeller Sump		Under Pining
	Cut Studs		Thermal Armor		Surface Trench Drain		Pro Series Back Up		I-Beam supports
	30 Yard Dumpster	Yes	Mold Paint EPA		Stair well Wrap		1 ½ Discharge Line	1	Santa Fe 2500 sqft syste
			Calmwell Mold Coating		Oil Tank Wrap		Burry Discharge		Vortex Floor Membrane

Total Price of the Waterproofing Agreement with all discounts and coupons applied: \$ 25,000 Financing GreenSky
 First Day Draw Payment 50%: \$
 Balance due at completion Waterproofing: \$ 25,000 Includes all fees
 \$25,000

PW-009

Projected Project Start Date **Feb 28, 2018** Projected Project Completion **5 day or less**

Terms and agreements:

Any delays caused by the weather, materials (damaged or late) labor disputes, municipal or county approvals, acts of war or acts of God will change the start and finish date a minimum of one day for every day lost to the above date. Any delays in receiving customer's deposit, schedule draw payments, change order payments will change the finish date a minimum of one day for every day lost to the above date. Any alterations or deviations from the specifications involving extra cost will be executed only upon written orders from the signing agent, and will become an extra charge over and above the original contract. All change orders need to be paid in full - before work begins.

WARRANTY:

Interior drainage systems/ Sub-soil Pressure Relief Systems have a "life time" warranty against seepage and defect at the cove joint. Warranty is automatically transferable to all subsequent owners. Partial systems have a "limited warranty" to cover only the area in which the system was installed - against seepage and defect at the cove joint. Any wall cove joints(s) that have been omitted by the customer/signing agent have no warranty. Exterior Drainage systems have a 5 yr Warranty. We recommend repairing all structural issues and concerns when finishing your basement. Ask your Design Consultant for the most proactive design. Sump pump motors have a 1 year separate manufacture warranty against defect. Roughcasting has a 2 yr. Warranty. Santa Fe Dehumidifiers have a 1 year Factory Warranty. Grip-Tite Stabilization Pier's and Grip ZERT FORT Crack injection have a lifetime Transferable warranty. Tite Wall Anchors - See manufactures warranty. RHINO Carbon Fiber Wall Stabilizers Straps have life of the structure warranty - See manufactures warranty. Antimicrobial costing - see manufacture warranty. Thermal Armor has a 5 year limited warranty against defect. We don't warrant against malicious conduct or accidental tears, ruptures or vandalism to the Thermal Armor Vapor Barrier. However, repairs can be scheduled at a moderate cost.

Unforeseen Conditions: all though it is unlikely, some basement foundations have been backfilled with construction debris, large amounts of concrete, shale, granite and boulders, or may exhibit an underground stream - which may prevent us from performing our scope of work. With that said, Premier Waterproofing reserves the right to cancel this contract upon opening the floor should conditions exist which would prevent the installation of a Pressure Relief Systems and its components. Customer/signing agent agrees to hold Premier Waterproofing harmless for any monetary value which may result from cancelation of this contract. Premier Waterproofing will re-cement the floor to its original height and level before we leave the property; should this problem exist. Premier Waterproofing will refund your deposit within 30 days of the installation date. We look forward to exceeding your expectations.

Basements that have defective or damaged items: This agreement is based upon the assumption where applicable that our installers will be able to remove any defective item without incident. When our installation team has access to all defective or damaged items, additional problems may become apparent and additional repairs and costs may be required. Premier Waterproofing cannot be held responsible for old corroded plumbing that may be leaking or may leak if disturbed, dangerous electrical problems or insufficient floor thickness or pre-existing wall and floor cracks. Premier Waterproofing cannot be held responsible or liable for existing code violations, required upgrades, or scope inclusions that may be required to be corrected or added by the construction code official, building inspector or their subordinates - if you haven't authorized us to do so, in this contract.

EXCLUSIONS: Premier Waterproofing, LLC does not warrant against conditions over which we have no control, such as, but not limited to: floods, water entering over the sill plate, window well seepage, frozen or clogged discharge lines, loss of power, unplugged sump motors, power outages, defective or burnout sump motors, battery back-up systems; We do not provide a warranty for floor or wall cracks that may leak - if they are not specified in the contract for repaired. Premier Waterproofing, LLC shall be held harmless for: pre-existing structural damage, conditions of masonry, damages to buried oiled lines, backing up sewer systems, sealing pipes, condensation, porous or mud filled blocks from iron ore residue. Premier Waterproofing, LLC shall be held harmless for any damage caused by specialty contractors or tradesmen not affiliated with our company. We are not responsible and do not guarantee any damage to personal property or items in the basement.

Any holder of this contract is subject to all claims and defenses which the owner could assert against Premier Waterproofing, LLC. Recovery by owner or any successor of the owner under this contract shall not exceed amounts paid to Premier Waterproofing, LLC. Any unpaid balance due from the signing agent, owner or successor beyond the completion date is subject to a daily interest rate of 1.25% per day, in addition to, all legal fees. Any disputes, controversies or claims between Owner / Signing Agent and Premier Waterproofing, LLC, including but not limited to all statutory claims and all claims that arise from, or related to this contract, or the work to be performed by Premier Waterproofing shall be resolved by arbitration administered by the B.B.B. (Better Business Bureau) or legal consul in Bucks County, PA.

Owner's Acceptance

The Owner(s) or Trustee upon signing this agreement represent(s) and warrants that they are the Owner(s) or Owners representative of the aforesaid premises and that they have read this agreement. The above prices, specifications, conditions and separate warranty are satisfactory and hereby accepted. You are authorized to do the work as specified.

X _____ date _____

Customer's / Agent Authorization

Sam Shear / Mike Winberg

2-16-2018

X _____ date _____

Design Consultants for Premier Waterproofing LLC sampar56@yahoo.com

Right of Rescission

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU WISH TO CANCEL THIS AGREEMENT, YOU MUST EITHER:

SEND A SIGNED & DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR, FAX A COPY TO OUR OFFICE OF CANCELLATION TO: **Premier Waterproofing 252 Walton Drive Morrisville PA 19067 1-215-295-6168**

lanetguarino118@comcast.com

PW-0010

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PW-0011

EXHIBIT W5

My e mail is:
guarino118@comcast.net

Thanks

I was using your first and last name.
My apologies. Sorry for interrupting.

3/4/18, 4:00 PM

I read through your e-mail and now everything makes sense to me. Thank you for explaining it to me. I also thank you for getting that loan for me. There was a lot going on and to understand that day. I do truly appreciate it. Janet

You are very welcome



EXHIBIT W6


[REDACTED]

From: <winbergmike@aol.com>
Subject: Premier Waterproofing
Date: March 15, 2018 at 12:35:12 PM EDT
To: "laraineconte@yahoo.com" <Laraineconte@yahoo.com>
Cc: "guarino118@comcast.net" <guarino118@comcast.net>

Laraine & Jane,

Please find attached, a receipt of your contract, paid in full through GreenSky Financial. Thank you for your business.

Kind regards,
Mike W, Jim R & Sam S
Premier Waterproofing, LLC
215-295-7417 Office
609-964-8008 Mike's Cell
www.premierwaterproofing.com

 laraine Conte 78 Wilburtha Rd Ewing NJ 609-883-8624.pdf
283K

[REDACTED]

PW-0012

252 Walton Drive Morrisville, PA 19067 Phone: 215-295-7417

PREMIER WATERPROOFING, LLC

Proactive Waterproofing - Crawlspace Membranes - Mold Solutions - Rhino Carbon - Grip Tite Wall Anchors & Basement Finishing

Date: **2-16-2018**
 Name: **Janet Guarino / Laraine Conte**
 Email: **Laraineconte@yahoo.com**

Survey Date: **2-16-2018** Install date **2-28-2018**
 Address: **78 Wilburtha Rd Ewing NJ**
 Contact: **Laraine 609-571-8524 / Janet 609-306-8942**

Herein referred to as owner, for contract work to be performed at premises set forth above, according to the following terms and specifications. All proposals are based on the homeowners description of the problem and their accomplish list. All work to be completed according to the standard practices. Our workers are fully covered by workmen's compensation insurance. Payment is to be made in full upon completion. Any alterations or deviations from the specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Premier Waterproofing is a licensed contractor in both Pennsylvania PA047568 and New Jersey 13VE105770200.

If your project is inclusive of installing an interior Sub Soil Pressure Relief System We will remove a section of floor (approximately 10 inches wider than the footer and to 10 inches deep) or according to depth and width specified by the manufacture, or design, around the perimeter of the basement floor or areas specified in the contract. These measurements can vary depending on the thickness of the floor and the size of the footer. Walls that exhibit hollow core blocks will have weeps holes installed at the bottom of the first course block or at the base of the foundation. Weep holes are drilled into every hollow core of the block and the mortar joint. Weeps holes are necessary to drain water from the block, into the pressure relief system. If cores are filled, our foreman will discuss needed design changes and extra charges with you. Seepage problems to a monolithic poured foundation will exhibit the same system, however we will build/form box ledge method back to the cove joint area. If you purchase a Santa Fe dehumidifier it will be connected to the sump pump management station. **Installation of the system does not include painting, finishing carpentry, installing any electric work, or replacement of floor tile or carpeting unless specified in this contract.**

Basement > Relative Humidity 70.6%R/H Basement Temperature 68.1 degrees Time 3:30pm**Problem: Hydro Static Pressure Seepage - Visible Toxic Mold & Air bourn Mycotoxins - Efflorescence - Water trapped in block walls****Scope of work to be performed:** Design a Proactive Dry all the time waterproofing Design / Disinfect Fungicide + Apply Antimicrobial Coating

Customer agrees to keep the driveway and parking area clear for parking of trucks and storage of materials.

- 1) Set-up Air Scrubber machine and containment to provide a proactive environment - cover items in basement with Plastic shield
- 2) **Foundation Waterproofing Solutions:** Stage 20 yard dumpster > remove all contaminates / moldy items
- 3) **Install 175 Inft of Sub - Soil 4" Double wall Interior ADS Pressure Relief System: (((all Basement walls)))**
- 4) Our Team will open the trench 10 inches wider than the footer and dig to 10 inches deep (to create 2" gravity slope to the sump system
- 5) Install Trench Membrane to filter sediment deposits from entering the drainage pipe
- 6) Drill engineered weep holes in lower course block, to relieve capillary action
- 7) After the System is sloped, we will install the drainage pipe. Then back fill trench... with ¾ washed stone - then install a vapor barrier
- 8) Next, we will install Mira Drain Storm Flow panel at the cove joint at a 90 degree position / then Re-Concrete floor back to like kind
- 9) Install (2) Closed lid Jackel Sump pits > to reduce relative humidity and radon gas
- 10) Install (2) Sump Systems: Primary (1/3hp) Zoeller Sump Systems (2400 GPH) with 1 ½ inch Discharge line + Check Valves
- 11) Fungicide walls and ceiling with Fosters 40/80
- 12) Apply Fosters 20/45 Antimicrobial Coating (white) to foundations walls where exposed
- 13) Install (1) Santa Fe Classic dehumidification system with MERV 11 HEPA filter Air Filtration system
- 14) Install (4) Hydrophobic Polyurethane ZERT PORT crack Injections / Swap > for Thermal Armor
- 15) **Broom Clean work area, Test System, Haul Dirt and Concrete Only -**

Lifetime Transferable Warranty on Pressure Relief System!**Cost \$ 25,000****Attention Production Department: Please stage these items for the above project**

Yes	Use Drop Clothes	Yes	Examine Footer	175	Sub Soil Drainage Sys	2	Mold & Radon Basin	4	Crack Injections
	Negative Air Mac	Yes	Drill Weep Holes	175	Trench Membrane	2	1/3 hp Zoeller Sump		Replacement windows
Yes	Containment	Yes	Disinfect & Fungicide	175	Trench Vapor Barrier		1/2 hp Zoeller Sump		Grip Tite Wall Anchors
	Open Sheet rock		Mold Fogging	175	Mira Drain Panel		1/4 hp Zoeller Sump		Under Pining
	Demo shelves		Thermal Armor		Surface Trench Drain		Pro Series Back Up		I-Beam supports
	Cat Studs	Yes	Mold Paint EPA		Stair well Wrap		1 ½ Discharge Line	1	Santa Fe 2500 sqft syste
	30 Yard Dumpster		Caliwell Mold Coating		Oil Tank Wrap		Burry Discharge		Vortex Floor Membrane

Total Price of the Waterproofing Agreement with all discounts and coupons applied: \$ 25,000 Financing GreenSky

First Day Draw Payment 50%: \$

Balance due at completion Waterproofing: \$

25,000 Paid In Full

This project has been paid in full through GreenSky Financial. Application # 1802221794 / (Acct 549-269-3165-550902)

PW-0013

Projected Project Start Date **Feb 28, 2018** Projected Project Completion **5 day or less**

Terms and agreements:

Any delays caused by the weather, materials (damaged or late) labor disputes, municipal or county approvals, acts of war or acts of God will change the start and finish date a minimum of one day for every day lost to the above date. Any delays in receiving customer's deposit, schedule draw payments, change order payments will change the finish date a minimum of one day for every day lost to the above date. Any alterations or deviations from the specifications involving extra cost will be executed only upon written orders from the signing agent, and will become an extra charge over and above the original contract. All change orders need to be paid in full - before work begins.

WARRANTY:

Interior drainage systems/ Sub-soil Pressure Relief Systems have a "life time" warranty against seepage and defect at the cove joint. Warranty is automatically transferable to all subsequent owners. Partial systems have a "limited warranty" to cover only the area in which the system was installed - against seepage and defect at the cove joint. Any wall cove joints(s) that have been omitted by the customer/signing agent have no warranty. Exterior Drainage systems have a 5 yr Warranty. We recommend repairing all structural issues and concerns when finishing your basement. Ask your Design Consultant for the most proactive design. Sump pump motors have a 1 year separate manufacture warranty against defect. Roughcasting has a 2 yr. Warranty. Santa Fe Dehumidifiers have a 1 year Factory Warranty. Grip-Tite Stabilization Pier's and Grip ZERT PORT Crack Injection have a lifetime Transferable warranty. Tite Wall Anchors - See manufactures warranty. RHINO Carbon Fiber Wall Stabilizers Straps have life of the structure warranty - See manufactures warranty. Antimicrobial coating - see manufacture warranty. Thermal Armor has a 5 year limited warranty against defect. We don't warrant against malicious conduct or accidental tears, ruptures or vandalism to the Thermal Armor Vapor Barrier. However, repairs can be scheduled at a moderate cost.

Unforeseen Conditions: all though it is unlikely, some basement foundations have been backfilled with construction debris, large amounts of concrete, shale, granite and boulders, or may exhibit an underground stream - which may prevent us from performing our scope of work. With that said, Premier Waterproofing reserves the right to cancel this contract upon opening the floor should conditions exist which would prevent the installation of a Pressure Relief Systems and its components. Customer/signing agent agrees to hold **Premier Waterproofing** harmless for any monetary value which may result from cancellation of this contract. **Premier Waterproofing** will re-cement the floor to its original height and level before we leave the property; should this problem exist. **Premier Waterproofing** will refund your deposit within 30 days of the installation date. We look forward to exceeding your expectations.

Basements that have defective or damaged items: This agreement is based upon the assumption where applicable that our installers will be able to remove any defective item without incident. When our installation team has access to all defective or damaged items, additional problems may become apparent and additional repairs and costs may be required. **Premier Waterproofing** cannot be held responsible for old corroded plumbing that may be leaking or may leak if disturbed, dangerous electrical problems or insufficient floor thickness or pre-existing wall and floor cracks. **Premier Waterproofing** cannot be held responsible or liable for existing code violations, required upgrades, or scope inclusions that may be required to be corrected or added by the construction code official, building inspector or their subordinates - if you haven't authorized us to do so, in this contract.

EXCLUSIONS: **Premier Waterproofing, LLC** does not warrant against conditions over which we have no control, such as, but not limited to: floods, water entering over the sill plate, window well seepage, frozen or clogged discharge lines, loss of power, unplugged sump motors, power outages, defective or burnout sump motors, battery back-up systems. We do not provide a warranty for floor or wall cracks that may leak - if they are not specified in the contract for repaired. **Premier Waterproofing, LLC** shall be held harmless for pre-existing structural damage, conditions of masonry, damages to buried oil lines, backing up sewer systems, sealing pipes, condensation, porous or mud filled blocks from iron ore residue. **Premier Waterproofing, LLC** shall be held harmless for any damage caused by specialty contractors or tradesmen not affiliated with our company. We are not responsible and do not guarantee any damage to personal property or items in the basement.

Any holder of this contract is subject to all claims and defenses which the owner could assert against **Premier Waterproofing, LLC**. Recovery by owner or any successor of the owner under this contract shall not exceed amounts paid to **Premier Waterproofing, LLC**. Any unpaid balance due from the signing agent, owner or successor beyond the completion date is subject to a daily interest rate of 1.25% per day, in addition to, all legal fees. Any disputes, controversies or claims between Owner / Signing Agent and **Premier Waterproofing, LLC**, including but not limited to all statutory claims and all claims that arise from, or related to this contract, or the work to be performed by **Premier Waterproofing** shall be resolved by arbitration administered by the B.B.B. (Better Business Bureau) or legal consul in Bucks County, PA.

Owner's Acceptance

The Owner(s) or Trustee upon signing this agreement represent(s) and warrants that they are the Owner(s) or Owners representative of the aforesaid premises and that they have read this agreement. The above prices, specifications, conditions and separate warranty are satisfactory and hereby accepted. You are authorized to do the work as specified.

X _____ date _____

Customer's / Agent Authorization

Sam Shcar / Mike Winberg

2-16-2018

X _____ date _____
Design Consultants for Premier Waterproofing LLC sampar56@yahoo.com

Right of Rescission

YOU MAY CANCEL THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER RECEIVING A COPY OF THIS AGREEMENT. IF YOU WISH TO CANCEL THIS AGREEMENT, YOU MUST EITHER: SEND A SIGNED & DATED WRITTEN NOTICE OF CANCELLATION BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED; OR, FAX A COPY TO OUR OFFICE OF CANCELLATION TO: **Premier Waterproofing** 252 Walton Drive Morrisville PA 19067 1-215-295-6168

Guarino118@comcast.net

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